

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

x

EDWARD J. REYNOLDS, D.D.S., Individually :
and on behalf of all others similarly situated, :
: Case No. 14-CV-3575 (KMK)
:
Plaintiff, :
v. :
: :
LIFEWATCH, INC., LIFEWATCH :
TECHNOLOGIES CORP., LIFEWATCH, INC. :
d/b/a LIFEWATCH USA, EVAN SIRLIN, :
MITCHELL MAY, CONNECT AMERICA.COM :
LLC, KENNETH GROSS, LIFELINE SYSTEMS :
COMPANY d/b/a PHILIPS LIFELINE, PHILIPS :
LIFELINE, BRENDA VERE, ABC :
CORPORATIONS 1-10 AND JOHN DOES 1-10,

Defendants.

x

**LIFEWATCH, INC.'s
ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT**

Defendant Lifewatch, Inc. ("Lifewatch"), by and through its undersigned attorneys, responds to the Amended Complaint as follows:

NATURE OF THE ACTION

1. Lifewatch denies the allegations against it in Paragraph 1 of Plaintiff's Amended Complaint.
2. Lifewatch denies that plaintiff is entitled to relief as stated in Paragraph 2 of Plaintiff's Amended Complaint.

JURISDICTION AND VENUE

3. Lifewatch denies the allegations against it in Paragraph 3 of Plaintiff's Amended Complaint.
4. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of

the allegations contained in Paragraph 4 of Plaintiff's Amended Complaint, and therefore denies these allegations.

PARTIES

5. Lifewatch admits that the court has personal jurisdiction over Lifewatch and denies the remaining allegations.
6. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint, and therefore denies these allegations.
7. Lifewatch admits that they provide medical alert devices and services.
8. Lifewatch admits that its principal place of business is located in Lynbrook, NY.
9. Lifewatch admits that it is a New York corporation with its principal place of business in Lynbrook, NY.
10. Lifewatch admits that its office is located at 226 Merrick Road, Lynbrook, NY.
11. Lifewatch denies the allegations in Paragraph 11 of Plaintiff's Amended Complaint.
12. Lifewatch denies the allegations in Paragraph 12 of Plaintiff's Amended Complaint.
13. The allegations set forth in Paragraph 13 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
14. The allegations set forth in Paragraph 14 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.

15. The allegations set forth in Paragraph 15 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
16. The allegations set forth in Paragraph 16 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
17. The allegations set forth in Paragraph 17 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
18. The allegations set forth in Paragraph 18 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
19. The allegations set forth in Paragraph 19 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
20. The allegations set forth in Paragraph 20 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
21. The allegations set forth in Paragraph 21 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.

22. The allegations set forth in Paragraph 22 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
23. Lifewatch admits that it entered into agreements with Philips and denies knowledge and information as to the remaining allegations contained within Paragraph 23.
24. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint, and therefore denies these allegations.
25. Lifewatch admits that it entered agreements with Connect America and denies knowledge and information as to the remaining allegations contained within Paragraph 25.
26. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint, and therefore denies these allegations.
27. The allegations set forth in Paragraph 27 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
28. Lifewatch denies the allegations against it in Paragraph 28 of Plaintiff's Amended Complaint.
29. Lifewatch denies the allegations against it in Paragraph 29 of Plaintiff's Amended Complaint.
30. Lifewatch denies the allegations against it in Paragraph 30 of Plaintiff's Amended Complaint.

31. Lifewatch denies the allegations against it in Paragraph 31 of Plaintiff's Amended Complaint.
32. The allegations set forth in Paragraph 32 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
33. The allegations set forth in Paragraph 33 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
34. The allegations set forth in Paragraph 34 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
35. Lifewatch denies the allegations against it in Paragraph 35 of Plaintiff's Amended Complaint.
36. Lifewatch denies the allegations against it in Paragraph 36 of Plaintiff's Amended Complaint.
37. Lifewatch denies the allegations against it in Paragraph 37 of Plaintiff's Amended Complaint.
38. Lifewatch denies the allegations against it in Paragraph 38 of Plaintiff's Amended Complaint.
39. Lifewatch denies the allegations against it in Paragraph 39 of Plaintiff's Amended Complaint.
40. Lifewatch denies the allegations against it in Paragraph 40 of Plaintiff's Amended Complaint.

41. Lifewatch denies the allegations against it in Paragraph 41 of Plaintiff's Amended Complaint.
42. Lifewatch denies the allegations against it in Paragraph 42 of Plaintiff's Amended Complaint.
43. Lifewatch denies the allegations against it in Paragraph 43 of Plaintiff's Amended Complaint.
44. The allegations set forth in Paragraph 44 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.
45. Lifewatch denies the allegations against it in Paragraph 45 of Plaintiff's Amended Complaint.
46. Lifewatch denies the allegations against it in Paragraph 46 of Plaintiff's Amended Complaint.
47. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of Plaintiff's Amended Complaint, and therefore denies these allegations.
48. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint, and therefore denies these allegations.
49. Lifewatch denies the allegations against it in Paragraph 49 of Plaintiff's Amended Complaint.
50. Lifewatch denies the allegations against it in Paragraph 50 of Plaintiff's Amended Complaint.

51. Lifewatch denies the allegations against it in Paragraph 51 of Plaintiff's Amended Complaint.
52. Lifewatch denies the allegations against it in Paragraph 52 of Plaintiff's Amended Complaint.
53. Lifewatch denies the allegations against it in Paragraph 53 of Plaintiff's Amended Complaint.
54. Lifewatch denies the allegations against it in Paragraph 54 of Plaintiff's Amended Complaint.
55. Lifewatch denies the allegations against it in Paragraph 55 of Plaintiff's Amended Complaint.
56. Lifewatch denies the allegations against it in Paragraph 56 of Plaintiff's Amended Complaint.
57. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Amended Complaint, and therefore denies these allegations.
58. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of Plaintiff's Amended Complaint, and therefore denies these allegations.
59. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of Plaintiff's Amended Complaint, and therefore denies these allegations.
60. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of Plaintiff's Amended Complaint, and

therefore denies these allegations.

61. Lifewatch admits the allegations against it in Paragraph 61 of Plaintiff's Amended Complaint.

62. Lifewatch admits the allegations against it in Paragraph 62 of Plaintiff's Amended Complaint.

63. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of Plaintiff's Amended Complaint, and therefore denies these allegations.

64. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of Plaintiff's Amended Complaint, and therefore denies these allegations.

65. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of Plaintiff's Amended Complaint, and therefore denies these allegations.

66. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of Plaintiff's Amended Complaint, and therefore denies these allegations.

67. Lifewatch denies the allegations against it in Paragraph 67 of Plaintiff's Amended Complaint.

68. Lifewatch denies the allegations against it in Paragraph 68 of Plaintiff's Amended Complaint.

69. Lifewatch denies the allegations against it in Paragraph 69 of Plaintiff's Amended Complaint.

70. Lifewatch denies the allegations against it in Paragraph 70 of Plaintiff's Amended Complaint.

71. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of Plaintiff's Amended Complaint, and therefore denies these allegations.

72. Lifewatch denies the allegations against it in Paragraph 72 of Plaintiff's Amended Complaint.

73. Lifewatch denies the allegations against it in Paragraph 73 of Plaintiff's Amended Complaint.

74. Lifewatch denies the allegations against it in Paragraph 74 of Plaintiff's Amended Complaint.

75. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 of Plaintiff's Amended Complaint, and therefore denies these allegations.

76. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 of Plaintiff's Amended Complaint, and therefore denies these allegations.

77. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of Plaintiff's Amended Complaint, and therefore denies these allegations.

78. Lifewatch denies the allegations against it in Paragraph 78 of Plaintiff's Amended Complaint.

79. Lifewatch denies the allegations against it in Paragraph 79 of Plaintiff's Amended

Complaint.

80. Lifewatch denies the allegations against it in Paragraph 80 of Plaintiff's Amended Complaint.

STATEMENT OF FACTS

81. Lifewatch denies the allegations against it in Paragraph 81 of Plaintiff's Amended Complaint.

82. Lifewatch denies the allegations against it in Paragraph 82 of Plaintiff's Amended Complaint.

83. Lifewatch denies the allegations against it in Paragraph 83 of Plaintiff's Amended Complaint.

84. Lifewatch denies the allegations against it in Paragraph 84 of Plaintiff's Amended Complaint.

85. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of Plaintiff's Amended Complaint, and therefore denies these allegations.

86. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 of Plaintiff's Amended Complaint, and therefore denies these allegations.

87. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of Plaintiff's Amended Complaint, and therefore denies these allegations.

88. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 88 of Plaintiff's Amended Complaint, and

therefore denies these allegations.

89. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 89 of Plaintiff's Amended Complaint, and therefore denies these allegations.

90. The allegations set forth in Paragraph 90 of the Amended Complaint are not directed at Lifewatch. In the event these allegations are deemed to be directed at Lifewatch, then the allegations are denied.

91. Lifewatch denies the allegations against it in Paragraph 91 of Plaintiff's Amended Complaint.

92. Lifewatch denies the allegations against it in Paragraph 92 of Plaintiff's Amended Complaint.

93. Lifewatch denies the allegations against it in Paragraph 93 of Plaintiff's Amended Complaint.

CLASS ACTION ALLEGATIONS

Class Definition

94. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of Plaintiff's Amended Complaint, and therefore denies these allegations.

95. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of Plaintiff's Amended Complaint, and therefore denies these allegations.

Impracticable Joinder

96. Lifewatch denies the allegations against it in Paragraph 96 of Plaintiff's Amended

Complaint.

Risk of Inconsistent or Varying Adjudications

97. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of Plaintiff's Amended Complaint, and therefore denies these allegations.
98. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 98 of Plaintiff's Amended Complaint, and therefore denies these allegations.
99. Lifewatch denies the allegations against it in Paragraph 99 of Plaintiff's Amended Complaint.

Common Questions of Law and Fact

100. Lifewatch denies the allegations against it in Paragraph 100 of Plaintiff's Amended Complaint.

Typicality

101. Lifewatch denies the allegations against it in Paragraph 101 of Plaintiff's Amended Complaint.

Fair and Adequate Representation

102. Lifewatch denies the allegations against it in Paragraph 102 of Plaintiff's Amended Complaint.

Superiority of Class Action Procedure

103. Lifewatch denies the allegations against it in Paragraph 103 of Plaintiff's Amended Complaint.

104. Lifewatch denies the allegations against it in Paragraph 104 of Plaintiff's Amended

Complaint.

CLAIMS

105. Lifewatch denies the allegations against it in Paragraph 105 of Plaintiff's Amended Complaint.

COUNT ONE
VIOLATIONS OF NEW YORK'S GENERAL BUSINESS LAW, SECTIONS 349-350,
(CONSUMER PROTECTION LAWS), AND/OR OTHER APPLICABLE
STATUTES AND REGULATIONS

106. Lifewatch repeats and realleges the responses set forth in Paragraphs 1 through 105 above as if fully set forth herein.

107. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of Plaintiff's Amended Complaint, and therefore denies these allegations.

108. Lifewatch denies the allegations against it in Paragraph 108 of Plaintiff's Amended Complaint.

109. Lifewatch denies the allegations against it in Paragraph 109 of Plaintiff's Amended Complaint.

110. Lifewatch denies the allegations against it in Paragraph 110 of Plaintiff's Amended Complaint.

111. Lifewatch denies the allegations against it in Paragraph 111 of Plaintiff's Amended Complaint.

COUNT TWO
FRAUD/INTENTIONAL MISREPRESENTATION

112. Lifewatch repeats and realleges the responses set forth in Paragraphs 1 through 111 above as if fully set forth herein.

113. Lifewatch denies the allegations against it in Paragraph 113 of Plaintiff's Amended Complaint.

114. Lifewatch denies the allegations against it in Paragraph 114 of Plaintiff's Amended Complaint.

115. Lifewatch denies the allegations against it in Paragraph 115 of Plaintiff's Amended Complaint.

116. Lifewatch denies the allegations against it in Paragraph 116 of Plaintiff's Amended Complaint.

117. Lifewatch denies the allegations against it in Paragraph 117 of Plaintiff's Amended Complaint.

COUNT THREE
EQUITABLE AND INJUNCTIVE RELIEF,
INCLUDING PURSUANT TO NEW YORK GENERAL BUSINESS LAW, SECTION
349(h), AND/OR OTHER APPLICABLE STATUTES AND/OR REGULATIONS

118. Lifewatch repeats and realleges the responses set forth in Paragraphs 1 through 117 above as if fully set forth herein.

119. Lifewatch denies the allegations against it in Paragraph 119 of Plaintiff's Amended Complaint.

120. Lifewatch denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120 of Plaintiff's Amended Complaint, and therefore denies these allegations.

121. Lifewatch denies the allegations against it in Paragraph 121 of Plaintiff's Amended Complaint.

COUNT FOUR
UNJUST ENRICHMENT

122. Dismissed pursuant to Court Order.
123. Dismissed pursuant to Court Order.
124. Dismissed pursuant to Court Order.

LIFEWATCH, INC.'S AFFIRMATIVE DEFENSES

Lifewatch Inc., by and through its attorneys, asserts the following affirmative defenses and reserves the right to assert additional affirmative defenses as needed and as the litigation continues:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the principles of waiver, estoppel, unclean hands, and/or other equitable doctrines.

THIRD AFFIRMATIVE DEFENSE

The damages claimed by Plaintiff are not available at law to remedy the conduct alleged.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, are the result of Plaintiffs' own actions, omissions, or conduct.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, are the result of third parties over whom Defendant has no control.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because he failed to mitigate the alleged damages.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because he lacks standing to sue.

DEMAND FOR TRIAL BY JURY

Lifewatch hereby demands a jury trial of all issues in the Complaint which are triable to jury.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for an order of adjudication in its favor and against the Plaintiff as follows:

1. Dismissal of the Plaintiff's claims with prejudice and on the merits;
2. Award of Defendant's costs and reasonable attorneys' fees; and
3. Such other and further relief as this adjudicative body deems appropriate.

Dated: October 15, 2015

The Sultzer Law Group, P.C.

By: Joseph Lipari /s/

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